DEVELOPMENT AGREEMENT TERM SHEET

(Developer develops hardware or hardware and software for _____ ("Company"))

Your name:_____

Email:_____

Phone number:_____

I.   Description of Product Being Developed for Company

If only software is being developed for Company, please use the OEM-IN Software License Agreement Term Sheet. If the product is not going to be sold by Company but instead the development work will result in a product that will be interoperable with Company products and that will be sold by the developer or other third parties, please use the Interoperability Term Sheet.

If hardware (including chip designs), a reference design, or a combination of hardware and software is being developed for Company, please use this form.

Please provided the full corporate name of the developer, along with street address

_____

Please provide a description of what will be developed for Company:

_____

If the product is being developed as part of a larger project, please provide details of that project:

_____

II.   Use of Product

For any hardware being developed, please answer the following:

Will the hardware be used as (check the appropriate box and fill in the black):

___ a component, if so for what product _____

___ on a standalone basis, if so how will it operate with a Company product and what is that Company product _____

___ as a design for a complete chip, if so in what Company product will the chip be embedded _____

___ as a design for a portion of a chip, if so please describe the chip or chip types in which the design will be used_____

___as a reference design, if so will Company need to sublicense the reference design and what other technology will be included with the reference design that is sublicensed (e.g., software) _____

For chip designs and reference designs, will the developer manufacture a product for Company or will Company need to have another party manufacture the product?

_____

Will develop also sell the product or is this a custom product for Company?

_____

Is developer modifying a standard product for Company? Developing a new product using new technology? Developing a new product using existing technology?

_____

Please provide details of existing developer technology that developer will use and new technology that developer will create

_____

Does Company need to own part or all of the product or technology (including intellectual property rights) being developed for it? If so specify

_____

III.   Licenses (for Hardware) and Other Requirements

What license rights will Company need to the hardware portion of the product?
(please note that license rights to software are discussed below, please specify license rights for the hardware only)

      _____ perpetual
      _____for a term of years, if so how many_____
      _____ irrevocable
      _____ royalty-free/royalty-bearing/fully-paid up, specify details_____
      _____ sublicense rights
      _____ development rights/modifications, specify details_____
      _____ manufacturing rights/ or rights to have manufactured, specify details_____
      _____ distribution rights
      _____ standalone_____ only bundled (e.g., with software)

if bundled, what products_____ any Company product _____ only the software that developer is developing for Company

Does Company want any exclusivity rights to the hardware design or modifications being made?

Should developer be restricted from providing the technology developed for Company to third parties in any manner (e.g., for a specified time period, for a specified use or market or to specified parties)? If so, specify

_____

Please provide additional details that relate to any of the above questions, if appropriate

_____

Will Company need to license the developer any technology (APIs, protocols, software, patents, etc.) in order for the developer to engage in or complete its development work?   If so specify

_____

Will any technology, materials, testing work or certification be provided by any third party (e.g., a customer must do acceptance testing)? If so specify and indicate whether Company or developer will be responsible for the same_____

Will developer need to subcontract work, if so provide details

_____

IV.   Licenses for Software Portion of Product (if any) and other Related Requirements

If applicable, please answer the following questions for the software portion of the product being developed. Does Company require the developer to provide:

_____ object code (if only object code, do we need the software placed in escrow)

_____ source code

How will software be used?

_____ standalone

_____ embedded in the product being developed

If applicable, please answer the following questions for the software portion of the product being developed.

What type of license rights does Company need for the software?

_____ perpetual

_____Term of years, if so how many_____

_____ irrevocable

_____ royalty-free/royalty-bearing/fully-paid up, specify details_____

_____

_____ sublicense rights

_____ development rights/modifications

_____ distribution rights

_____ standalone_____ only bundled

if bundled, what products _____ any Company product _____ only the hardware that developer is developing for Company

Does Company want any exclusivity rights to the software or modifications being made?

V. Deliverables, Statement of Work, Specifications and Acceptance

If a Statement of Work and or Specifications have been prepared, please provide a copy. Does the Statement of Work have acceptance criteria? If not, how will acceptance criteria be defined?

_____

What are the key product deliverables that the developer must provide Company?

_____

What are the key product related deliverables that the Company must provide to the developer?

_____

Will Company loan any Company equipment to developer in connection with the product development (e.g. for interoperability testing)? If so, please specify what is required and the time period for which the same will be required

_____

Will developer loan any equipment to Company in connection with the product development (e.g. for interoperability testing)? If so, please specify what is required

_____

VI. Documentation

Any particular documentation needs?

VII. Payment Issues

NREs (how much):_____

Please describe milestones if NRE payments are associated with such milestones:

Will incentive payments (for early completion) or penalties (for delays or failure to complete deliverables be required? If so, please specify

Please describe whether there are any purchase guarantees/volume commitments for the product being developed

Royalties   _____ lump sum   _____ ongoing

if ongoing, describe_____

cap on royalty? _____

Are there any special types of consideration being provided to developer (e.g., credits for Company products, discounts on Company products or development work being done in connection with an investment in developer)

Any minimum royalty guarantees or prepayment? (note: Need business unit controller approval)

VIII.   Support and Warranty

Description of support to be provided by developer _____

Describe the support to be provided by Company _____

Consider whether the support should be included as an attachment to the development agreement, as a separate agreement or as part of a purchase or license agreement assuming that we purchase or license the product from the developer. Please indicate your preference.

How long should the warranty last for the product_____

IX.   Term and Termination

How long will the development last _____

What rights does Company need during each phase of the agreement if the development is not completed due to developers breach? Due to Company's rejection of the product? Please consider whether Company needs a license to use work in progress to complete development

itself or to hire another party to complete development if developer is unable or unwilling to do so

_____

Does Company need the right to terminate for convenience?_____

If so what rights does Company need to what has been developed at the time of termination

_____

What compensation should be provided to developer, if any, at the time of termination for convenience (e.g., only payments for work done)?_____

What rights does Company need during each phase of the agreement if the development is not completed due to Company's breach?_____

X.   Any other Special Terms and Conditions?